

CONTRIBUTION AGREEMENT
BY AND BETWEEN
CHEVRON CHEMICAL COMPANY LLC AND
CHEVRON ORONITE COMPANY LLC

THIS CONTRIBUTION AGREEMENT (this "Agreement") is dated and effective as of 12:00:00 a.m. Eastern Standard Time on July 1, 2000, by and between CHEVRON CHEMICAL COMPANY LLC, a Delaware limited liability company ("Contributor"), and CHEVRON ORONITE COMPANY LLC, a Delaware limited liability company and wholly-owned subsidiary of the Contributor ("COC LLC").

Recitals

A. Pursuant to the Contribution Agreement, dated as of May 23, 2000 (the "Contribution Agreement"), by and among Chevron Corporation ("Chevron"), Phillips Petroleum Company ("Phillips") and Chevron Phillips Chemical Company LLC ("CPCC LLC"), Chevron and Phillips are entering into a joint venture for the purpose of combining their respective chemicals businesses.

B. Pursuant to the Contribution Agreement, Contributor will be merged with and into a wholly-owned subsidiary of CPCC LLC.

C. The Contribution Agreement provides that the assets associated with Chevron's Oronite line of business, including land, land improvements, information systems, furniture, fixtures, machinery, mobile equipment, trucks and automobiles, contract rights, intellectual property and trademarks, currently owned and held by the Contributor (the "Oronite Assets") and all liabilities of or arising from the ownership of the Oronite Assets (the "Oronite Liabilities") are to be retained by Chevron or a subsidiary thereof and not become assets and liabilities of CPCC LLC or its subsidiaries. The Oronite Assets include, but are not limited to, those assets reflected in Exhibit A hereto.

D. The Contribution Agreement provides that any assets associated with a discontinued line of business of Chevron unless otherwise identified as a C Chem Asset in Part I of Exhibit A-2 to the Contribution Agreement (the "Discontinued Business Assets"), and all liabilities attributable to any Discontinued Business Assets other than Environmental Liabilities associated with real property specifically identified as a C Chem Asset in Part I of Exhibit A-2 to the Contribution Agreement (the "Discontinued Business Liabilities") are to be retained by Chevron or a subsidiary thereof and not become assets and/or liabilities of CPCC LLC or its subsidiaries. The identified assets comprising the Discontinued Business Assets are reflected on Exhibit B hereto.

E. The Contributor owns equity interests in certain subsidiaries which relate to the Oronite line of business and certain discontinued lines of business of Chevron (the "Retained Subsidiaries") which, pursuant to the Contribution Agreement, are to be retained by Chevron or a

subsidiary thereof and not become assets of CPCC LLC or its subsidiaries. The Retained Subsidiaries are listed on Exhibit C hereto.

F. The Contributor owns two AS400 systems and related JDEdwards software ("AS400 Systems and Software") which are to be retained by Chevron or a subsidiary thereof and not become assets of CPCC LLC or its subsidiaries.

G. In accordance with the foregoing recitals, the Contributor desires to contribute all right, title and interest in and to the Oronite Assets, the Discontinued Business Assets, the AS400 Systems and Software and the Retained Subsidiaries, and COC LLC desires to receive all right, title and interest in and to the Oronite Assets, the Discontinued Business Assets, the AS400 Systems and Software and the Retained Subsidiaries, in each case, on the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the foregoing recitals and mutual covenants, agreements, representations and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contributor and COC LLC agree as follows:

1. Assignment. Contributor hereby assigns, transfers and sets over to COC LLC all of the Contributor's right, title and interest in and to the Oronite Assets, the Discontinued Business Assets, the AS400 Systems and Software and the Retained Subsidiaries.

2. Assumption. COC LLC hereby accepts the assignment, transfer and setting over by Contributor of all of the Contributor's right, title and interest in and to the Oronite Assets, the Discontinued Business Assets, AS400 Systems and Software and the Retained Subsidiaries, and COC LLC hereby assumes any and all of the Oronite Liabilities and the Discontinued Business Liabilities.

3. Further Actions. The Contributor and COC LLC agree to execute, acknowledge and deliver such further assignments, assumptions, deeds and additional documents as may be necessary to confirm or effectuate the provisions of the Agreement.

4. Survival. The acknowledgments, covenants, agreements and obligations hereunder of each of the parties hereto shall survive until satisfied in full.

5. Interpretation. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

6. Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to the conflicts of law principles thereof.

7. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

CHEVRON CHEMICAL COMPANY LLC

By: 

Name: T. H. PICKENS
Title:

CHEVRON ORONITE COMPANY LLC

By: 

Name: T. H. PICKENS
Title:

CONFIRMATORY AMENDMENT TO CONTRIBUTION AGREEMENT
BY AND BETWEEN CHEVRON CHEMICAL COMPANY LLC AND
CHEVRON ORONITE COMPANY LLC

THIS CONFIRMATORY AMENDMENT is effective as of 12:00 a.m. Eastern Standard Time on July 1, 2000 and amends the Contribution Agreement (hereinafter "the Chevron Oronite Contribution Agreement"), by and between Chevron Chemical Company LLC (hereinafter "CCC"), a Delaware limited liability company, and Chevron Oronite Company LLC (hereinafter "COC"), a Delaware limited liability company.

Recitals

WHEREAS, The Chevron Oronite Contribution Agreement provided that, pursuant to the May 23, 2000 Contribution Agreement between Chevron Corporation, Phillips Petroleum Company and Chevron Phillips Chemical Company LLC (hereinafter "CPCC"), the assets associated with Chevron's Oronite line of business then owned and held by CCC ("Oronite Assets"), were to be retained by Chevron or a subsidiary thereof and not become assets and liabilities of CPCC or its subsidiaries;

WHEREAS, CCC and COC entered into the Chevron Oronite Contribution Agreement to identify more specifically the Oronite Assets in which CCC had an ownership interest and to transfer that ownership interest from CCC to COC;

WHEREAS, CCC and COC agreed in the Chevron Oronite Contribution Agreement that included in Oronite Assets were intellectual property rights, including but not limited to, those assets reflected in Exhibit A of the Chevron Oronite Contribution Agreement as executed;

WHEREAS, Exhibit A II of the Chevron Oronite Contribution Agreement lists all Patents Issued and all Patents Pending in the United States of America;

WHEREAS, The Parties to the Chevron Oronite Contribution Agreement intended that Exhibit A II and the term "intellectual property" as used in the Chevron Oronite Contribution Agreement would include all Patents Issued and all Patents Pending in both the United States of America and countries outside the United States of America, that related to Chevron's Oronite line of business, and in which CCC had an ownership interest;

WHEREAS, COC and CCC agreed to execute, acknowledge and deliver such further documents as may be necessary to confirm or effectuate the provisions of the Chevron Oronite Contribution Agreement; and,

WHEREAS, COC and CCC agree that such further documents are necessary to confirm (1) that CCC's ownership interest in certain foreign patents and patent applications was transferred by CCC to COC and (2) that certain US pending applications and issued patents included in the Schedule A II of the Chevron Oronite Contribution Agreement as executed were owned by entities other than CCC and CCC had no ownership interest in them.

NOW, THEREFORE, the undersigned parties agree, effective retroactively to 12:00 a.m. Eastern Standard Time July 1, 2000, as follows:

I. Exhibit A II, page 5, is amended to read:

All Patents Issued and all Patents Pending listed on the attached Schedule, both in the United States of America and countries outside the United States of America, but excluding any such Patents Issued and Patents Pending which are owned by (a) Chevron Oronite Japan Limited, successor-in-interest of Oronite Japan Limited, (b) Chevron Oronite S.A., successor-in-interest of Chevron Chemical S.A., and (c) Exxon Chemical Patents, Inc (which are designated Org Code 1270).

II. The Schedule is hereby amended by substituting for the original Schedule the attached reports entitled "U.S. Pending and Issued sorted by U.S. Serial Number" and "Pending and Issued Foreign Sorted by USSN and Country."

All other terms and conditions of the Chevron Oronite Contribution Agreement remain in full force and effect unless amended in writing signed by the authorized representatives of the parties.

IN WITNESS THEREOF, the undersigned have executed this Confirmatory Amendment effective retroactively as of 12:00 a.m. Eastern Standard Time on July 1, 2000.

CHEVRON CHEMICAL COMPANY LLC

By 

Name: T. H. PICKENS
Title: Vice President and General Counsel

CHEVRON ORONITE COMPANY LLC

By 

Name: T. H. PICKENS
Title: Vice President and General Counsel